

**STATE OF WASHINGTON
GAMBLING COMMISSION**

In the Matter of:

A PROFESSIONAL GAMING
INSTITUTE
License No. 26-00187,

and

CORY THOMPSON,
License No. 68-03098,

Licensees.

Docket Nos. 12-2020-GMB-00166 and
12-2020-GMB-00168

Nos. CR 2020-00971, CR 2020-
01387, and CR 2020-01513

STIPULATED SETTLEMENT
AGREEMENT

The Washington State Gambling Commission represented by its attorneys, ROBERT W. FERGUSON, Attorney General, DOUGLAS VAN DE BRAKE, Assistant Attorney General, and its Acting Director, TINA GRIFFIN, and the Licensees, A PROFESSIONAL GAMING INSTITUTE and CORY THOMPSON, represented by attorney DAVE MALONE, hereby enter into this stipulation and settlement agreement for Case Numbers CR 2020-01092, 2020-01387, and 2020-01513.

I. INTRODUCTION

1. The Washington State Gambling Commission issued Licensee A Professional Gaming Institute (APGI) a gambling license, License No. 26-00187, authorizing Gambling Service Supplier activity in Renton, Washington. This license expires on March 31, 2022.

2. The Washington State Gambling Commission issued Licensee Cory Thompson a gambling license, License No. 68-03098, authorizing Card Room Employee activity. This license expires on September 8, 2021.

STIPULATED SETTLEMENT AGREEMENT
IN RE: A PROFESSIONAL GAMING
INSTITUTE AND CORY THOMPSON
DOCKET NOS. 12-2020-GMB-00166 AND 12-
2020-GMB-00168
NOS. 2020-00971, 2020-01387, AND 2020-
01513

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Washington State Gambling Commission
4565 7th Avenue S.E., Lacey, WA 98503
P.O. Box 42400
Olympia, WA 98504

3. Former Director David Trujillo issued a Notice of Administrative Charges against APGI under cause number 2020-00971, a signed copy of those Charges is attached to this Agreement. The Commission alleges APGI committed certain acts or omissions in violation of Revised Code of Washington 9.46.221, 9.46.160, 9.46.240, 9.46.075(1), and 9.46.153(1).

4. Former Director David Trujillo issued Notices of Administrative Charges against Cory Thompson under cause numbers 2020-01387 and 2020-01513, a signed copy of those Charges is attached to this Agreement. The Commission alleges Thompson committed certain acts or omissions in violation of Revised Code of Washington 9.46.221, 9.46.160, 9.46.240, 9.46.180, 9.46.185, 9.46.075(1), and 9.46.153(1).

5. Cory Thompson, listed as the Highest Ranking Member of APGI, requested that the cases against APGI and himself as an individual licensee be consolidated into one docket. That request was granted by the Office of Administrative Hearings without objection by the WSGC.

II. AGREEMENT OF THE PARTIES

The Gambling Commission and the Licensee agree to the following:

1. The Washington State Gambling Commission and the Licensees enter into this agreement to avoid the time and expense of further litigation.

2. The Licensees explicitly waives the right of further administrative review of all matters related to the above-referenced Administrative Charges. The Licensees hereby voluntarily withdraw their requests for hearings on these matters and request that the Office of Administrative Hearings dismiss with prejudice OAH Docket Nos. 12-2020-GMB-00166 and 12-2020-GMB-00168.

3. The Licensees do not admit to the facts or violations alleged in the above-referenced Administrative Charges. However, the Licensee agrees there may be sufficient evidence for a trier of fact to conclude the Licensee committed the violations if the facts alleged

were proven at hearing. Further, were this matter to proceed to hearing, there is a substantial likelihood that the Washington State Gambling Commission would be able to prove that it had the authority to revoke the Licensee's PCRE and/or Service Supplier gambling licenses under RCW 9.46.153(1) and WAC 230-03-085(1).

4. The parties agree that the Washington State Gambling Commission will consider that the violations set forth in the Notice of Administrative Charges, as specified in the above paragraphs, have been sustained and will become a part of the Licensee's licensing record.

5. The parties agree the Commission would have the authority to revoke the licenses of Cory Thompson and APGI if the above-referenced violations were proven at hearing.

6. As part of this Settlement Agreement, In the event the Licensees are unable, unwilling, or fail to comply with these terms in the timeframe outlined below, the entirety of this Agreement is deemed void. If this agreement is deemed void, the Commission may proceed with any and all administrative actions against the Licensees, included proceeding forward with the revocation of all licenses for both Cory Thompson and APGI.

a. The Commission agrees that it will allow Cory Thompson to continue to act in his capacity as the Highest Ranking Member of APGI throughout the tenure of this agreement.


b. Licensee APGI agrees to the suspension of its Service Supplier license for the period of sixty (60) days effective August 1, 2021. This suspension may be vacated upon payment of a monetary penalty, to be paid in full no later than July 30, 2021, as follows: sixty (60) days may be suspended by a payment in the amount of \$3,000, or thirty (30) days may be suspended by a payment in the amount of \$1,500. The Licensee may pay the monetary penalty in two equal installments due: the first payment due on before Wednesday, June 30, 2021; the second payment due on or before, Friday, July 30, 2021.

- 1 c. Licensee Cory Thompson agrees to the suspension his Card Room Employee
2 license as of the date of signing of this agreement, and acknowledges that the
3 Washington State Gambling Commission will consider his license suspended
4 for the period of two (2) years effective on the date of signing of this
5 agreement. The parties agree that the Licensee will not be authorized to
6 engage in any PCRE or Class III gambling activities until the suspension
7 period expires, or he applies for and receives a new gambling license.
- 8 d. Licensees Cory Thompson and APGI agree to work directly with the WSGC
9 Regulation Unit to develop a plan to address the underlying violations listed
10 on the above-reference cases. This plan shall include, but is not limited to:
- 11 i. Implementing policies and procedures limiting activities on the
12 premises to dealer instruction-related classes and/or training
13 associated with the licensed service supplier activities,
- 14 ii. Posting a notice on the company's website, and/or any social media
15 platforms used by or affiliated with either Cory Thompson or APGI,
16 advising the public of Washington State's prohibition against on-line
17 gambling,
- 18 iii. Agreeing to making itself available for regular unscheduled
19 inspections to be conducted by WSGC Staff in order to ensure
20 compliance both with the terms of this Agreement, as well as all
21 applicable gambling laws and rules.

22 7. The parties agree that the Director of the Washington State Gambling
23 Commission, pursuant to this Settlement, has sole discretion to determine whether the Licensee
24 has violated any term of this Settlement.
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8. The Washington State Gambling Commission acknowledges that Licensee Cory Thompson may reapply for a certification or gambling license at any point. In the event the Licensee subsequently applies for certification or a gambling license, he will be subject to all the Washington State Gambling Commission's investigative procedures for processing such application. Furthermore, no promises or assurances have been made to the Licensee that he will receive a license or certification from the Washington State Gambling Commission should he apply.

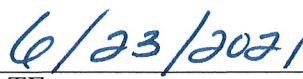
9. This agreement constitutes the final written expression of all the terms of this agreement and is a complete and exclusive statement of these terms.


 TINA GRIFFIN
 Acting Director
 Washington State Gambling
 Commission

6/25/2021

DATE


 DAVE MALONE, WSBA #23435
 Attorney for Licensees


 DATE

CORY THOMPSON
 Licensee

DATE

compliance both with the terms of this Agreement, as well as all applicable gambling laws and rules.

7. The parties agree that the Director of the Washington State Gambling Commission, pursuant to this Settlement, has sole discretion to determine whether the Licensee has violated any term of this Settlement.

8. The Washington State Gambling Commission acknowledges that Licensee Cory Thompson may reapply for a certification or gambling license at any point. In the event the Licensee subsequently applies for certification or a gambling license, he will be subject to all the Washington State Gambling Commission's investigative procedures for processing such application. Furthermore, no promises or assurances have been made to the Licensee that he will receive a license or certification from the Washington State Gambling Commission should he apply.

9. This agreement constitutes the final written expression of all the terms of this agreement and is a complete and exclusive statement of these terms.

TINA GRIFFIN
Acting Director
Washington State Gambling
Commission

DATE

DAVE MALONE, WSBA #23435
Attorney for Licensees

DATE


CORY THOMPSON
Licensee

6-22-21
DATE

